

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 91500 41424363		PAGE 1 OF 25	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N65540-04-Q-0390	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ELIZABETH RAINEY		b. TELEPHONE NUMBER (No Collect Calls) 215-897-7061 215-897-7059 (FAX)		6. SOLICITATION ISSUE DATE 04-JUL-16 8. OFFER DUE DATE/LOCAL TIME 0400 04-AUG-05/ PM	
9. ISSUED BY CONTRACTING OFFICER NSWC CARDEROCK DIVISION 5001 S. BROAD STREET PHILADELPHIA PA 19112-1403 ATTN: ELIZABETH RAINEY 215-897-7061				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO RECEIVING OFFICER, FISC, NSWC CARDEROCK DIVISION 1601 LANGLEY AVENUE PHILA. PA 19112-5051 ATTN: NAVAL BUSINESS CENTER				16. ADMINISTERED BY		12. DISCOUNT TERMS	
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE TELEPHONE NO. - -				18a. PAYMENT WILL BE MADE BY CODE		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
0001		REQN. NO. 91500 /41424363 YTB-760 CLASS TUGBOAT WINCH SYSTEM COMPONENTS IN ACCORDANCE WITH THE ATTACHED SPECIFICATION, BASE QUANTITY. (Attach Additional Sheets as Necessary)		1		EA	
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, AND 52.212-5 ARE ATTACHED. ADDENDA				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5). INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		37. CHECK NUMBER	
				42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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SECTION B SUPPLIES/SERVICES

ITEM	SUPPLIES/SERVICES	QUANTITY UI	U-PRICE	AMOUNT
0002	REQN. NO. 91500 /41733291 TECHNICAL DATA FOR ITEM 0001, BASE QUANTITY. NSP - NOT SEPARATELY PRICED.	1 LT		
0003	REQN. NO. 91500 /41733306 SAME AS ITEM 0001, OPTION QUANTITY.	1 EA		
0004	REQN. NO. 91500 /41733310 SAME AS ITEM 0002, OPTION QUANTITY. NSP - NOT SEPARATELY PRICED.	1 LT		

This Request for Quotations (RFQ) covers the establishment of firm-fixed price purchase order for the furnishing of a base quantity of YTB-760 Class Tugboat Winch System Components and Associated Technical Data under by Items 0001 and 00002 and for the furnishing of an option quantity of one YTB-760 Class Tugboat Winch System Components and Associated Technical Data under Items 0003 and 0004. All items to be furnished shall be in accordance with the with the attached Winch System Component Specification. Also attached for information purposes only is the Ship Alteration Record for the Winch System Installation. This RFQ is issued using Simplified Acquisition Procedures pursuant to the Test Program for Certain Commercial Items in accordance with Subpart 13.5 of the Federal Acquisition Regulation (FAR).

The Technical Data covered by Items 0002 and 0004 have been designated as "Not Separately Price (NSP)" items. Offeror are requested to include the price for the Technical Data covered by Items 0002 and 0004 in the respective price for the Winch System Components covered by Items 0001 and 0003 respectively. As stated in Clause 52.217-7 herein, the Government may exercise the option quantities covered by Items 0003 and 0004 by providing written notice to the Contractor, within one year after the date of any resulting order.

The Government intends to make an award to the offeror who submits the low price technically acceptable quotation for both the base and option quantities. Technical acceptability shall be determined based on an assessment of Technical Compliance, Corporate Experience and Past Performance. In order to assist the Government in determining technical acceptability on each of the factors identified above, offeror are requested to furnish the following information as part of their quotation:

Technical Compliance: Under this factor an offeror must demonstrate the Winch System Components it intends to furnish will comply with the requirements contained in the attached Specification. To comply with this requirement, offeror shall furnish information describing each of the Winch System Components it proposes to furnish and show how each component will comply with the specification requirements. The offeror may provide descriptive literature, brochures, or other existing information describing the Winch System Components. Under this factor the offeror must include information on the winch pulling and braking capabilities, the winch coating system, and structural details of the proposed winch/twing H-bitt sub-base and capacity of the H-bitt.

Corporate Experience: Under this factor an offeror must demonstrate that it possesses the necessary organization, experience and resources to furnish the Winch System covered by this RFQ. To comply with this requirement, offeror shall provide information on their experience, with furnishing the same or similar items as covered by this RFQ and the resources, such as facilities, equipment, organization, personnel, etc. it possesses.

Past Performance: Under this factor an offeror must demonstrate that it possesses an acceptable performance record. To comply with this requirement, offeror shall furnish the following information on at least two prior Federal, State and local government or commercial contracts completed within the past three years: Name of customer together with a point of contact and telephone number, contract or order number, description of the supplies furnished, total dollar value, delivery date, and a brief summary of the offeror's performance, including any problems encountered and their resolution.

The Government's assessment of technical acceptability will be based on an evaluation of the information provided by an offeror under Technical Compliance, Corporate Experience and Past Performance. Under Past Performance the Government may contact the customer(s) identified to obtain their appraisal of an offeror's performance, and may also consider information obtained from other sources. Under each factor offeror shall be rated as Acceptable or Unacceptable, and, based on the ratings on the individual factors, an overall rating of Acceptable or Unacceptable. The Government intends on making an award based on initial quotations, and, as a result, offeror are requested to submit their best offer as part of their quotation. A firm without a past performance record will not be evaluated as Acceptable or Unacceptable in the factor of Past Performance. Failure of an offeror to furnish adequate information on Technical Compliance, Corporate Experience and Past Performance may result in rejection of an offeror's quotation.

Attachments

- (1) Winch System Specifications
- (2) Winch System Installation Ship Alteration Record

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SECTION F TIME OF DELIVERY

DELIVERIES SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS

ITEM	QUANTITY	DELIVERY REQUIRED
0001	1 EA	90 DAYS AFTER DATE OF ORDER
0002	1 LT	90 DAYS AFTER DATE OF ORDER
0003	1 EA	90 DAYS AFTER EXERCISE OF OPTION
0004	1 LT	90 DAYS AFTER EXERCISE OF OPTION

52.217-7 OPTION FOR INCREASED QUANTITY - SEPARATELY MAR 1989
PRICED LINE ITEMS

THE GOVERNMENT MAY REQUIRE THE DELIVERY OF THE NUMBERED LINE ITEM, IDENTIFIED IN THE SCHEDULE AS AN OPTION ITEM, IN THE QUANTITY AND AT THE PRICE STATED IN THE SCHEDULE. THE CONTRACTING OFFICER MAY EXERCISE THE OPTION BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 365 DAYS AFTER DATE OF CONTRACT. DELIVERY OF ADDED ITEMS SHALL CONTINUE AT THE SAME RATE THAT LIKE ITEMS ARE CALLED FOR UNDER THE CONTRACT, UNLESS THE PARTIES OTHERWISE AGREE.

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
(OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--(1) Within a reasonable time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising

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under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence Beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

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(i) Payment. (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the

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Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the require-

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ments of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- ___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 ___ (ii) Alternate I (MAR 1999) of 52.219-5.
 ___ (iii) Alternate II (JUNE 2003) of 52.219-5.
- ___ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
 ___ (ii) Alternate I (OCT 1995) of 52.219-6.
 ___ (iii) Alternate II (MAR 2004) of 52.219-6.
- ___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
 ___ (ii) Alternate I (OCT 1995) of 52.219-7.
 ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
 ___ (ii) Alternate I (OCT 2001) of 52.219-9.
 ___ (iii) Alternate II (OCT 2001) of 52.219-9.

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- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996)
(15 U.S.C. 637(a)(14)).
- ___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment
for Small Disadvantaged Business Concerns (JUNE 2003)
(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)
(if the offeror elects to waive the adjustment, it shall
so indicate in its offer).
(ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation
Program--Disadvantaged Status and Reporting (OCT 1999)
(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation
Program--Incentive Subcontracting (OCT 2000) (Pub. L.
103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-
Owned Small Business Set-Aside (MAY 2004)
- ___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (15) 52.222-19, Child Labor--Cooperation with Authorities
and Remedies (JAN 2004) (E.O. 13126).
- X (16) 52.222-21, Prohibition of Segregated Facilities
(FEB 1999).
- X (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- X (18) 52.222-35, Equal Opportunity for Special Disabled
Veterans, Veterans of the Vietnam Era, and Other
Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- X (19) 52.222-36, Affirmative Action for Workers with
Disabilities (JUN 1998) (29 U.S.C. 793).
- X (20) 52.222-37, Employment Reports on Special Disabled
Veterans, Veterans of the Vietnam Era, and Other
Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (21) (i) 52.223-9, Estimate of Percentage of Recovered
Material Content for EPA-Designated Products
(AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C.
6962(i)(2)(C)).
- ___ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003)
(41 U.S.C. 10a-10d).
- ___ (23) (i) 52.225-3, Buy American Act--Free Trade
Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C.
10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note),
Pub. L. 108-77, 108-78).
(ii) Alternate I (JAN 2004) of 52.225-3.
(iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (24) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C.
2501, et seq., 19 U.S.C. 3301 note).
- ___ (25) 52.225-13, Restrictions on Certain Foreign Purchases
(DEC 2003) (E.o.s, proclamations, and statutes
administered by the Office of Foreign Assets Control
of the Department of the Treasury).
- ___ (26) 52.225-15, Sanctioned European Union Country End
Products (FEB 2000) (E.O. 12849).
- ___ (27) 52.225-16, Sanctioned European Union Country Services
(FEB 2000) (E.O. 12849).
- ___ (28) 52.232-29, Terms for Financing of Purchases of
Commercial Items (FEB 2002) (41 U.S.C. 255(f),
10 U.S.C. 2307(f)).
- ___ (29) 52.232-30, Installment Payments for Commercial Items
(OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (30) 52.232-33, Payment by Electronic Funds Transfer--
Central Contractor Registration (OCT 2003) (31 U.S.C.
3332).
- ___ (31) 52.232-34, Payment by Electronic Funds Transfer--Other
than Central Contractor Registration (MAY 1999)

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- (31 U.S.C. 3332).
- (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (34) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- (ii) Alternate I (APR 1984) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
 - (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).
 - (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
 - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
 - (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor

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is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2004)

(a) The contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

___ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

___ 252.219-7003 Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

___ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 Note).

X 252.225-7001 Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

___ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

___ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

___ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

___ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (___ Alternate I) (APR 2003)

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(10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61) and similar sections in subsequent DoD appropriations acts).
 252.225-7021 Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004) (Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).
 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
 (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the

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offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

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(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925

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Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at
<http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

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(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-
COMMERCIAL ITEMS (MAY 2004)--ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more

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women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b) (3) through (b) (5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned

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small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern. Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51--100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million

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<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) The offeror shall check the category in which its ownership

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falls:

_____ Black American.
 _____ Hispanic American.
 _____ Native American (American Indians, Eskimos, Aleuts,
 or Native Hawaiians).
 _____ Asian-Pacific American (persons with origins from
 Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan,
 China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The
 Philippines, U.S. Trust Territory or the Pacific Islands
 (Republic of Palau), Republic of the Marshall Islands, Federated
 States of Micronesia, the Commonwealth of the Northern Mariana
 Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati,
 Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons
 with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan,
 the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(11) HUBZone small business concern. [Complete only if the
 offeror represented itself as a small business concern in
 paragraph (c)(1) of this provision.] The offeror represents as
 part of its offer that-

(i) It [] is, [] is not a HUBZone small business
 concern listed, on the date of this representation, on the List
 of Qualified HUBZone Small Business Concerns Maintained by the
 Small Business Administration, and no material change in
 ownership and control, principal place of ownership, or HUBZone
 employee percentage has occurred since it was certified by the
 Small Business Administration in accordance with 13 CFR part
 126; and

(ii) It [] is, [] is not a joint venture that complies
 with the requirements of 13 CFR part 126, and the representation
 in paragraph (c)(11)(i) of this provision is accurate for the
 HUBZone small business concern or concerns that are partici-
 pating on the joint venture. [The offeror shall enter the name
 or names of the HUBZone small business concern or concerns that
 are participating in the joint venture: _____.]
 Each HUBZone small business concern participating in the joint
 venture shall submit a separate signed copy of the HUBZone
 representation.

(d) Representations required to implement provisions of
 Executive Order 11246--

(1) Previous contracts and compliance. The offeror
 represents that--

(i) It [] has, [] has not participated in a previous
 contract or subcontract subject to the Equal Opportunity clause
 of this solicitation; and

(ii) It [] has, [] has not filed all required compliance
 reports.

(2) Affirmative Action Compliance. The offeror represents
 that--

(i) It [] has developed and has on file, [] has not
 developed and does not have on file, at each establishment,
 affirmative action programs required by rules and regulations of
 the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to
 the written affirmative action programs requirement of the rules
 and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal
 Transactions (31 U.S.C. 1352). (Applies only if the contract is
 expected to exceed \$100,000.) By submission of its offer, the
 offeror certifies to the best of its knowledge and belief that
 no Federal appropriated funds have been paid or will be paid to
 any person for influencing or attempting to influence an officer

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or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

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Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

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(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product

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furnished under this contract. On the basis of those efforts,
the offeror certifies that it is not aware of any such use of
child labor.

(End of provision)

WINCH SYSTEM COMPONENTS SPECIFICATION

1.0 General Requirements

This specification establishes performance requirements for components of a Bow/Stern Winch System to be installed on YTB-760 Class Tugboats. The following is an identification of the Winch System Components that are to be furnished:

- A quantity of one Combination Hawser Winch/Towing Bitt with 600' of 2" diameter braided Spectra line (or comparable braided line with 225,000-pound breaking strength)
- A quantity of one Double Drum Line Handling Winch with 375' of 2" diameter braided Spectra line (or comparable) on each drum, and an attached wildcat for 1" chain
- A quantity of one Main Hydraulic System (including pump, clutch, and tank) sized to meet winch pulling requirements, and designed for use with the existing GM 6-71 fire pump diesel power take-off (PTO)
- A quantity of one Backup Braking/Pulling System (reduced capability) for the winches when the GM 6-71 diesel is not operating
- A quantity of two Winch Control Stations (one for the pilothouse and one for the towing control station) plus local controls for the aft winch and forward wildcat.

At present, the YTB-835 carries a capstan and H-bitt aft, a capstan/windlass and H-bitt forward, two 800 psi hydraulic pumps (each driven by a 30 HP electric motor), and local control stations for each capstan. The existing hydraulic oil tank is 23"H x 54"L x 60"W (approximately 300 gallons) and physically supports both hydraulic pumps and their electric motors. It is anticipated that the aft capstan (with existing local controls) will be retained, along with one 800 psi hydraulic pump and electric motor (which will be placed on top of the new hydraulic tank).

The new Hawser Winch/Towing Bitt combination will replace the existing aft H-bitt, and the new double drum winch will replace the existing forward capstan and H-bitt. A new, smaller bitt will be added for mooring. Incorporation of a wildcat into the forward winch will allow the existing anchoring capability to be retained. The new main hydraulic pump will be driven by a power take-off from the GM 6-71 diesel that is now used only for the fire pump. For sizing purposes, it is anticipated that 165 HP will be continuously available from the power take-off to drive the main hydraulic pump. Since the main hydraulic pump will be operable only when the GM 6-71 diesel is running, it is envisioned that one of the existing electrically driven 30 HP/ 800 psi hydraulic pumps will be used to provide backup braking/reduced pulling capability for the new winches.

2.0 Combination Hawser Winch/Towing Bitt

The Combination Hawser Winch and Towing Bitt will be mounted on a common base, having the shortest possible length and will be in accordance with the following requirements:

- Drum capacity: 600' of 2" diameter braided Spectra line
- Line pull (minimum): 22,000 lbs. @ barrel working layer
16,000 lbs. @ mid-drum layer

- Braking capacity (min.): 170,000 lbs. @ barrel working layer
125,000 lbs. @ mid-drum layer
- Maximum length for H-bitt/winch combination (overall): 7'-6"
- Maximum width for H-bitt/winch combination (overall): 4'-0" to port of centerline, 8'-6" overall
- Features: Hydraulic drive, with braking capability independent of main hydraulics
Levelwind
Variable speed control
Sub-base sufficiently strong to carry all H-bitt and winch loads, with provision for bolting to a deck foundation
Sufficient space between winch and H-bitt to make line turns on H-bitt
Primed and painted to resist corrosion (10-year coating)
Designed to function in the marine environment, including elimination of water pockets

3.0 Double Drum Winch

The Double Drum Winch shall be in accordance with the following requirements:

- Configuration: Double drum, and a wildcat for 1" diameter stud link anchor chain
- Drum capacity: 375' of 2" diameter braided Spectra line (each drum)
- Line pull (minimum): 22,000 lbs. @ barrel working layer
16,000 lbs. @ mid-drum layer
- Braking capacity (min.): 150,000 lbs. @ barrel working layer
105,000 lbs. @ mid-drum layer
- Maximum fore-and-aft length: 5'-6"
- Maximum width (overall): 11'-0"
- Features: Hydraulic drive (for each drum, with clutch for wildcat)
Braking capability independent of main hydraulics
Variable speed control (for each drum, including the wildcat)
Provision for bolting to a deck foundation
Primed and painted to resist corrosion (10-year coating)
Designed to function in the marine environment, including elimination of water pockets

4.0 Main Hydraulic System (Including Pump, Clutch and Tank)

The Main Hydraulic Pump shall include a Pump, Clutch and Tank and be of sufficient size to handle the maximum pulling power of one winch while simultaneously providing remote brake release/set capability to the other. It will operate off of the GM 6-71 fire pump diesel power take-off (PTO), which will provide up to 165 HP at 1800-1900 RPM. A clutch mechanism is required for engaging/disengaging the pump, and the overall length of the clutch plus pump should be no more than 60". The combination shall be mounted on a sub-base suitable for bolting to a hull foundation. It is anticipated that the new hydraulic system tank will fit immediately outboard of the clutch and pump, within the existing tank envelope. It will also support the retained 30 HP electric motor and 800 psi pump. The existing tank extends 21" inboard of the PTO centerline, 39" outboard of the PTO centerline, and 69" forward of the PTO itself. (A 15" space currently exists between the existing tank and PTO.)

5.0 Backup Braking/Pulling System

The Backup Hydraulic System to be furnished must be capable of providing remote brake release/set capability and reduced pulling capability for both winches. In addition, the backup system must be capable of being switched over to operate the existing aft capstan. It is anticipated that one of the existing 800 psi hydraulic pumps, driven by a 30 HP, 450V, 60Hz electric motor (1765 RPM), will be retained and available for use with the winches.

6.0 Winch System Control Stations

The Winch System to be furnished shall have two Winch Control Stations (one for the pilothouse and one for the towing control station), providing full capability for operating both the forward and aft winches (exclusive of the wildcat), are required for the YTB. In addition, local controls are required for the aft winch and forward wildcat. All control station boxes must be watertight, and be designed for corrosion resistance. The two main control station boxes should be identical, except that the pilothouse one will require a switch for main vs. backup hydraulic system selection. In general, the control system should be kept as simple as possible.

7.0 Technical Data Requirements

For each of the Winch System Components identified above the contractor shall provide a technical manual that describes the installation, operation, maintenance, troubleshooting and repair of the component. The contractor shall also provide drawings for each component that contain dimensional information along with the weight of each component and the center lines for installation purposes. The technical manuals and drawings may be submitted in commercial format.

8.0 Preservation, Packaging and Packing Requirements

The Winch System shall be preserved, packaged and packed in accordance with the contractor's standard commercial practices and procedures.

9.0 Shipping Address:

The Winch System Components shall be shipped to the following address:

Port Ops CNRNW
120 S. Dewey-Bldg 515
Bremerton, WA 98314-5005
Attn: Darryl Stuart
(360) 476-9663
E-Mail:
Stuart, Darryl D (CNRNW) [Stuart.Darryl@PACNW.navy.mil]

SHIP ALTERATION RECORD

SHIPALT IDENTIFICATION: YTB-211 K		REV: 00
BRIEF Winch System Installation		
NAVSEA/PEO LEAD TECH CODE CONCURRENCE:		
ENGINEERING AGENT CONCURRENCE:		
OTHER CONCURRENCES:		
LEAD LCM (Logistics):		
SAR APPROVER:		
PLANNING YARD TPOC: Peter W Witherell		
ESWBS Number:	58211	3-M Noun Name: Winch System Installation
EIC:		AIT CAPABLE: (Y/N) Y
SAFETY ALT: (Y/N)	N	SUBSAFE IMPACT: (Y/N) Y
ILS AFFECTED: (Y/N)	Y	SHIPBOARD STOWAGE AFFECTED:(Y/N) Y
CATEGORY CODE: (0-6)	0	INDUSTRIAL STOWAGE AFFECTED: (Y/N) N
TOC:		TMA/TMI: Y
DESCRIPTION: <p>Through reduced line handling requirements, greater pulling power, and the use of high strength/low stretch lines, winches provide greater operational efficiency and crew safety during towing and ship handling than is possible with capstans (see reference A). Whereas the YTB capstans are no longer logistically supportable, the use of winches also helps to extend the service life of YTBs which, because of their fendering and single screw configuration, are particularly well-suited to coming alongside and handling submarines. However, as references A, B, and C indicate, the benefits of a winch system aboard YTBs cannot be realized without some caveats relative to cost and vessel stability.</p> <p>This SAR provides a YTB winch system installation which takes into account those cost and stability caveats, and which incorporates "lessons learned" from a prototype winch system installation aboard the POKAGON (YTB-836). For purposes of illustration, this SAR uses YTB-835 (SKENANDOA) as a baseline vessel for the new winch system installation (other YTB-760 Class installations will be similar). Figure 1 shows the existing YTB-835, and Figure 2 shows the tug after accomplishment of this ShipAlt. As Figure 2 shows, this ShipAlt includes the following major components:</p> <ul style="list-style-type: none"> - Combination hawser winch/H-bitt aft, with 600' of 225,000-pound breaking strength line - Double drum hawser winch forward, with 300' of 225,000-pound breaking strength line on each drum, and an attached wildcat for 1" chain - New main hydraulic system (including pump, clutch, and tank) sized to meet winch pulling requirements, and designed for use with the existing GM 6-71 fire pump diesel power take-off - Backup braking/pulling system (reduced capability) for the winches when the GM 6-71 diesel is not operating - Full winch system controls in the pilothouse (P/S), plus local controls for the aft winch and forward wildcat - New bullnose chock, bow chocks, Panama chocks, roller fairleads, and deck staple - New camera and closed circuit monitoring system, for visual monitoring of the aft hawser winch/H-bitt from the pilothouse. <p>Specifications for these components are provided on pages 5-6 of this SAR, and an overall description of removals and installations is provided on page 4.</p>		APPLICABLE SHIPS: YTB-760 Class

SHIP ALTERATION RECORD

References				
A	Witherell, P.W., "YTB-760 Class Winch Installation Study", PSNS Det Boston, Sept 2002			
B	PSNS memorandum 9096 Ser 250.1/098, "YTB 836 Winch Conversion Stability Review", dtd 1 July 1997			
C	PSNS memorandum 9096 Ser 250.1/217, "YTB 836 Winch Conversion Stability Update", dtd 14 July 1998			
ESTIMATED WT & MOM				
WEIGHT	VCG	LCG	TCG	
18.0 L.T.	21.6 ft	47 ft aft of FP	-	
<p>WT & MOM NOTES:</p> <p>In reference B, it was determined that the installation of winches on YTB-836, when added to prior service life growth, would result in the following changes in displacement relative to the as-built conditions: 1) Condition A (Lightship) increase from 280 LT to 298 LT, 2) Condition B (Minimum Operating) increase from 309 LT to 327 LT, 3) Condition D, Contractual Full Load (50% fuel, no ballast) increase from 340 LT to 358 LT, and a 4) Condition D, Full Load Departure (100% fuel, peak and aft ballast tanks filled) increase to 417 LT. Reference B concluded that removing the capstans and adding winches would add a net 16.4 LT to the YTB-836 Condition B displacement, reduce metacentric height (GM) from 3.48' to 3.01', and make the YTB unable to meet Navy stability criteria for towing in Condition B.</p> <p>After a review of YTB-836 installation drawings one year later, reference C concluded that the YTB-836 weight increase was 26.6 LT, not 16.4 as had been originally estimated, and that GM was reduced from 3.48' to 2.95', rather than the 3.01' that had been originally estimated. Almost all of the difference in weight and GM estimates was due to structural modifications that had not been anticipated. To prevent towline tripping, reference C therefore recommended that the following restrictions be placed on YTB-836 towing operations:</p> <ul style="list-style-type: none"> - When the rudder angle exceeds 30 degrees, limit power to 75% of maximum horsepower. This limit may be approximated by limiting RPMs to 75% of the maximum allowable RPMs for the engine. - When operating at more than 75% of maximum horsepower or more than 75% of maximum allowable RPMs, limit rudder angle to 30 degrees maximum. <p>For this ShipAlt, it will not be possible to completely eliminate the weight and moment situation that led to the recommended restrictions on towing cited above. However, by reducing winch braking and line storage requirements relative to those used on YTB-836, and tailoring the system to be more compatible with YTB bollard pull capabilities, the weight growth/ GM reduction that occurred on YTB-836 can be largely avoided.</p>				
ALTERATION MATERIAL LIST (AML)				
ITEM NO.	DESCRIPTION <small>Note: ES = Equipment Specification on pages 5-6</small>	UNIT OF ISSUE	QUANTITY	PROCURING ACTIVITY
1	Winch, combination H-bitt /towing hawser, with 600' of 2" dia Spectra line (or equal, w/ 225,000# min. breaking strength) (see ES)	each	1	IAF
2	Winch, double drum and anchor wildcat, with 300' of 225,000# BS line on each drum (see ES)	each	1	IAF
3	Hydraulic system kit, including backup (see ES)	each	1	IAF
4	Winch System controls (see ES)	shipset	1	IAF
5	Monitoring system, visual for aft winch (see ES)	each	1	IAF
6	Chock, bullnose (sim S/A YTB-174D, but w/ 8" dia double extra strong center pipe)	each	1	IAF
7	Chocks, Panama (10"x12" closed oval)	each	4	IAF
8	Fairleads, roller (14" diameter, vertical axis)	each	2	IAF
9	Staple, 12" pipe	each	1	IAF
10	Chock, 7"x14" closed (for bow)	each	2	IAF

SHIP ALTERATION RECORD

QUALITY ASSURANCE

Suppliers shall certify that the combination H-bitt /towing hawser winch and the double drum winch with wildcat meet the specifications given in this SAR.

SSRs: New technical manual required for winch system installation. Updates also required for Ship's Drawing Index (SDI) and Booklet of General Plans (BGP).

ILS CERT FORM: (Y/N) Y

SPCL DISPOSITION REQUIREMENTS FOR REMOVED MATERIAL

MATERIAL	DISPOSITION
(1) capstan/windlass	Turn over to nearest property manager.
Cleat, H-bitts, chocks	Turn over to nearest property manager

(CONTINUE ON ADDITIONAL SHEETS AS REQUIRED)

INSTALLATION SUPPORT AND TEST EQUIPMENT

N/A

SHIPBOARD STOWAGE DETAILS

N/A

SPECIAL INDUSTRIAL STOWAGE REQUIREMENTS

N/A

SHIP ALTERATION RECORD

PROOFING REQUIREMENTS

The final installation shall be operationally proof tested to ensure that all requirements of this SAR have been met.

REQUIRED PRIOR OR CONCURRENT ALTS

S/A YTB-174D to replace existing bullnose chock, except use an 8" dia double extra strong center pipe instead of 12" diameter center pipe

REMOVALS/INSTALLATIONS, INCLUDING IMPACT ON OTHER SYSTEMS

REMOVALS (SEE FIGURE 1):

- 1) Remove the existing H-bitt at FR 38 and the existing deck cleat at FR 55.
- 2) Remove the existing bow chocks (at FR 1 on CL, and FR 2-1/2 (P/S)), forward capstan/windlass system, forward bitt, chain stopper, and bolted manhole at FR 2 (S) on the main deck. Also, remove the anchor chain roller fairlead and save for relocation.
- 3) Remove the aft portion of the bulwark at the anchor stowage notch from FR 8 to FR 10 (S).
- 4) Remove the existing hydraulic tank, pumps, and associated electric motors, saving one pump and one electric motor for reuse.
- 5) Remove the existing 18" escape scuttle at FR 11(P) and save for relocation.

INSTALLATIONS (SEE FIGURE 2):

- 1) Install the new combination H-bitt /towing hawser winch on a new main deck foundation, between FR 37 ½ and FR 41, on centerline. Also, install a new 12" pipe staple at FR 55 and two new 12"x10" oval Panama chocks at FR 43 (P/S).
- 2) Install the new double drum winch (with anchor wildcat) on a new main deck foundation, between FR 8 and FR 12. Relocate the anchor chain pipe and roller fairlead to suit the new wildcat location. Also, install two new 14" roller fairleads at FR 2-1/2, to lead lines from the double drum winch working areas back to new 12"x10" oval Panama chocks at FR 18 (P/S).
- 3) Install a new bullnose chock (S/A YTB-174D) at FR1 on centerline, and new 7"x14" closed chocks in place of the existing smaller closed chocks at FR 2-1/2 (P/S). Provide above-deck structural reinforcement for the new bullnose chock and 14" roller fairleads. Also provide a new section of bulwark on the (S) side that follows the line of the main deck from FR 10 to FR 9 and connects back to the existing bulwark at FR 8 (S).
- 4) Re-install the relocated 18" escape scuttle at FR 11(S), and install a new 6" T-bitt at FR 5.
- 5) If not existing, install horns through existing shoulder and quarter double-bitts, so that they become short "H-bitts". Each bitt horn should be fabricated from a length of 4" double extra strong pipe that passes horizontally through bitt barrels at mid-height, from about 10" aft of the aft barrel to 10" forward of the forward barrel.
- 6) Install a new main hydraulic tank and pump for the winch system, with a new clutch that permits the hydraulics to operate off of the GM 6-71 fire pump diesel power take-off (providing up to 165 HP at 1800-1900 RPM). Reinstall the retained 800psi hydraulic pump and electric motor, and configure the new hydraulic system so that the 800psi pump and electric motor will power the aft capstan or any of the winches (at reduced capability) when the diesel is off or not clutched to the new hydraulic pump.
- 7) Install two new winch control stations in the pilothouse (P/S), to allow full forward and aft winch control from either the port or starboard side. In addition, provide controls for the aft winch at the aft steering station (01 LVL), and a local control station for the wildcat on the main deck, forward of the deckhouse.

EQUIPMENT SPECIFICATION:

GENERAL

At present, the YTB-835 carries a capstan and H-bitt aft, a capstan/windlass and H-bitt forward, two 800psi hydraulic pumps (each driven by a 30 HP electric motor), and local control stations for each capstan. The existing hydraulic oil tank is 23"H x 54"L x 60"W (approximately 300 gallons) and physically supports both hydraulic pumps and their electric motors. It is anticipated that the aft capstan (with existing local controls), one 800psi hydraulic pump, and one electric motor will be retained, but the existing tank will be replaced with a new one having a 150-gallon capacity.

The new combination H-bitt /towing hawser winch will replace the existing aft H-bitt, and the new double drum winch will replace the existing forward capstan and H-bitt. A new, smaller bitt will be added for mooring. Incorporation of a wildcat into the forward double drum winch will allow the existing anchoring capability to be retained. The new main hydraulic pump will be driven by a power take-off from the GM 6-71 diesel that is now used only for the fire pump. For sizing purposes, it is anticipated that 165 HP will be continuously available from the power take-off to drive the main hydraulic pump. Since the main hydraulic pump will be operable only when the GM 6-71 diesel is running, it is envisioned that the electrically driven 30 HP/ 800psi hydraulic pump which is retained will also provide backup braking/reduced pulling capability for the new winches.

The following paragraphs give more detailed requirements for each of the major winch system components. It is expected that equipment suppliers will provide dimensioned drawings for equipment mounting and technical manuals covering service requirements. Suppliers must also provide overall system hydraulic and electrical schematics, along with power and hydraulic oil storage requirements.

Aft Winch/H-Bitt

Through experience with the winches currently installed aboard the YTB-836, it has been found that keeping the towing H-bitt as far forward as is possible on the aft deck is critical to the YTBs turning ability with a vessel in tow. For that reason, it is desired that the YTB-835 towing winch and H-bitt be mounted on a common base, having the shortest possible length. Line pull on the aft winch is considered to be more important than line speed, as the winch will enhance stern positioning capabilities of the single screw YTB during submarine and ship handling evolutions. Given this background, the following requirements exist for the YTB-835 aft winch:

- Drum capacity: 600' of 2" diameter braided Spectra line
- Line pull (minimum): 22,000 lbs. @ barrel working layer, led off top of drum
16,000 lbs. @ mid-drum layer
- Braking capacity (min.): 170,000 lbs. @ barrel working layer
125,000 lbs. @ mid-drum layer
- Maximum length for H-bitt/winch combination (overall): 7'-6"
- Maximum width for H-bitt/winch combination (overall): 4'-0" to port of centerline, 8'-6" overall
- Features: Hydraulic drive, with braking capability independent of main hydraulics
Levelwind
Variable speed control
Sub-base sufficiently strong to carry all H-bitt and winch loads, with provision for bolting to a deck foundation (Note: H-bitt to be sized by winch braking capacity, with pull from any direction.)
Sufficient space between winch and H-bitt to make line turns on H-bitt
Primed and painted to resist corrosion (10-year coating)
Designed to function in the marine environment, including elimination of water pockets

Forward Winch

Experience with the YTB-836 has shown that separate powering/control for each drum on a forward double drum winch is warranted, with separate line storage and working areas on each drum. Of particular concern is the potential for line burying on the drum during pulling. A shortcoming of the YTB-836 forward winch setup is that a windlass/wildcat no longer exists for anchor retrieval. Given this background, the following requirements exist for the YTB-835 forward winch:

- Configuration: Double drum, separately controllable, with line storage and working areas on each drum, and a wildcat for 1" diameter stud link anchor chain
- Drum capacity: 300' of 2" diameter braided Spectra line (each drum)
- Line pull (minimum): 22,000 lbs. @ barrel working layer, led off top of drum
16,000 lbs. @ mid-drum layer
- Braking capacity (min.): 150,000 lbs. @ barrel working layer
105,000 lbs. @ mid-drum layer
- Maximum fore-and-aft length: 5'-6"
- Maximum width (overall): 11'-0"

EQUIPMENT SPECIFICATION (CONT.):

Forward Winch (cont.)

- Features: Hydraulic drive (for each drum, with clutch for wildcat)
Braking capability independent of main hydraulics
Variable speed control (for each drum, including the wildcat)
Provision for bolting to a deck foundation
Primed and painted to resist corrosion (10-year coating)
Designed to function in the marine environment, including elimination of water pockets

Main Hydraulic System (Including Pump, Clutch and Tank)

The main hydraulic pump needs to be of sufficient size to handle the maximum pulling power of one winch while simultaneously providing remote brake release/set capability to the other. It will be located in the machinery room, and driven by the GM 6-71 fire pump diesel power take-off (PTO), which will provide up to 165 HP at 1800-1900 RPM. A clutch mechanism is required for engaging/disengaging the pump. The overall length of the clutch plus pump shall not exceed 60", and the width shall not exceed 24". The combination shall be mounted on a sub-base suitable for bolting to a hull foundation directly forward of the fire pump. The new hydraulic system tank shall be 23"Hx 54"Lx 30"W, to fit immediately outboard of the new clutch and pump, and shall be capable of being supported from either the overhead or a deck/hull foundation.

Backup Braking/Pulling System

The backup hydraulic system must be capable of providing remote brake release/set capability and reduced pulling capability for both winches. In addition, the backup system must be capable of being switched over to operate the existing aft capstan. As stated previously, one of the existing 800psi hydraulic pumps, driven by a 30 HP, 450V, 60Hz electric motor (1765 RPM), will be retained and available for use with the winches.

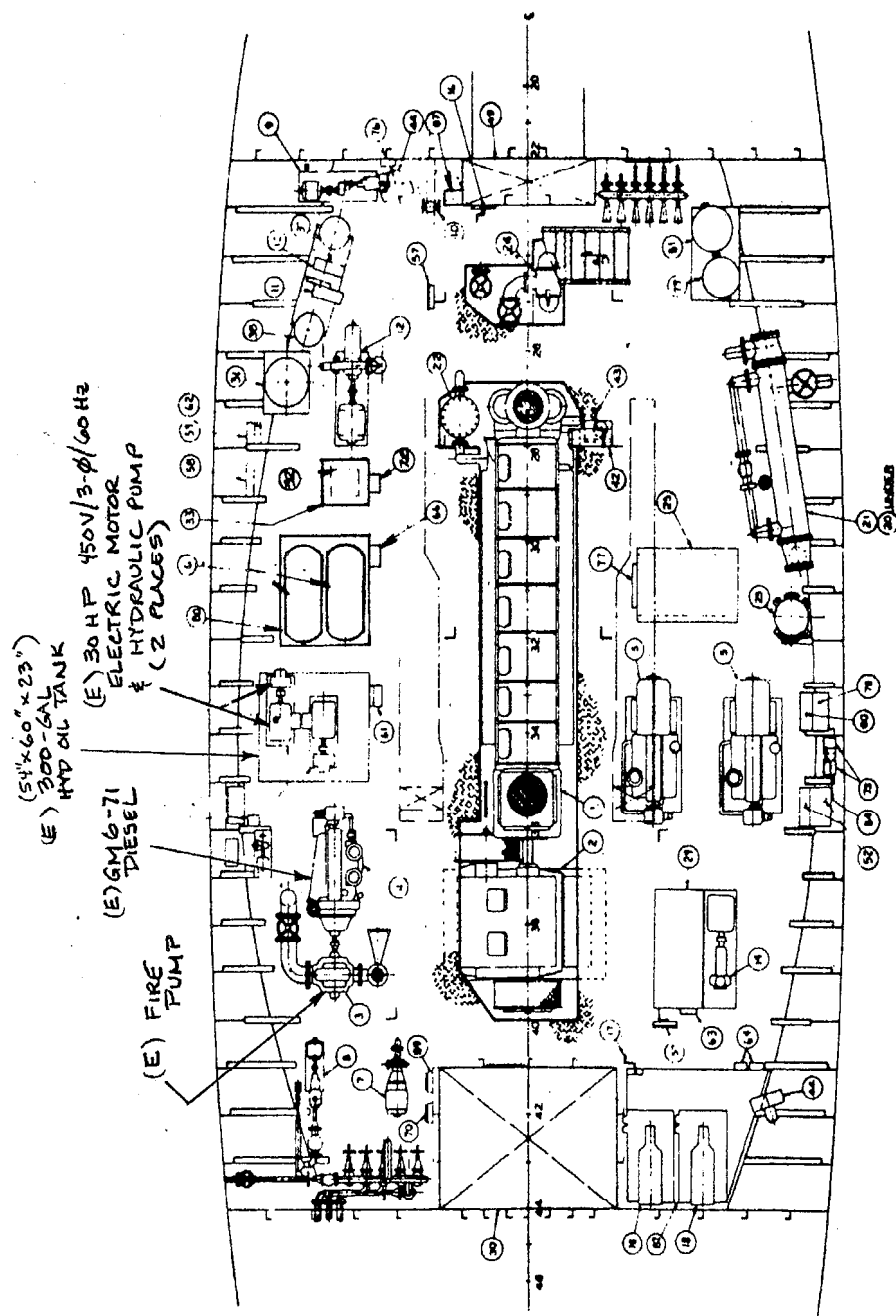
Winch System Controls

Two winch control stations (one for the starboard side of the pilothouse and one for the port side), providing full capability for operating both the forward and aft winches (exclusive of the wildcat), are required for the YTB. In addition, local controls are required for the aft winch and forward wildcat. All control station boxes must be watertight, and be designed for corrosion resistance. The two main control stations should each consist of two 12"x 24"x 10" boxes, with one box to include complete aft winch controls and a switch for main vs. backup hydraulic system selection, and the second box to include all controls for the forward double drum winch. The controls shall be installed to permit ease of use and located so as not to interfere with the operation or maintenance of existing controls. Local controls for the aft winch, to be located at the 01 LVL steering station, shall duplicate the aft winch controls provided in the pilothouse. Local controls for the wildcat shall include a clutch mechanism, and otherwise shall provide the same degree of control that would be available to the winch. In general, the control system should be kept as simple as possible.

Closed Circuit Monitoring System for Aft Winch

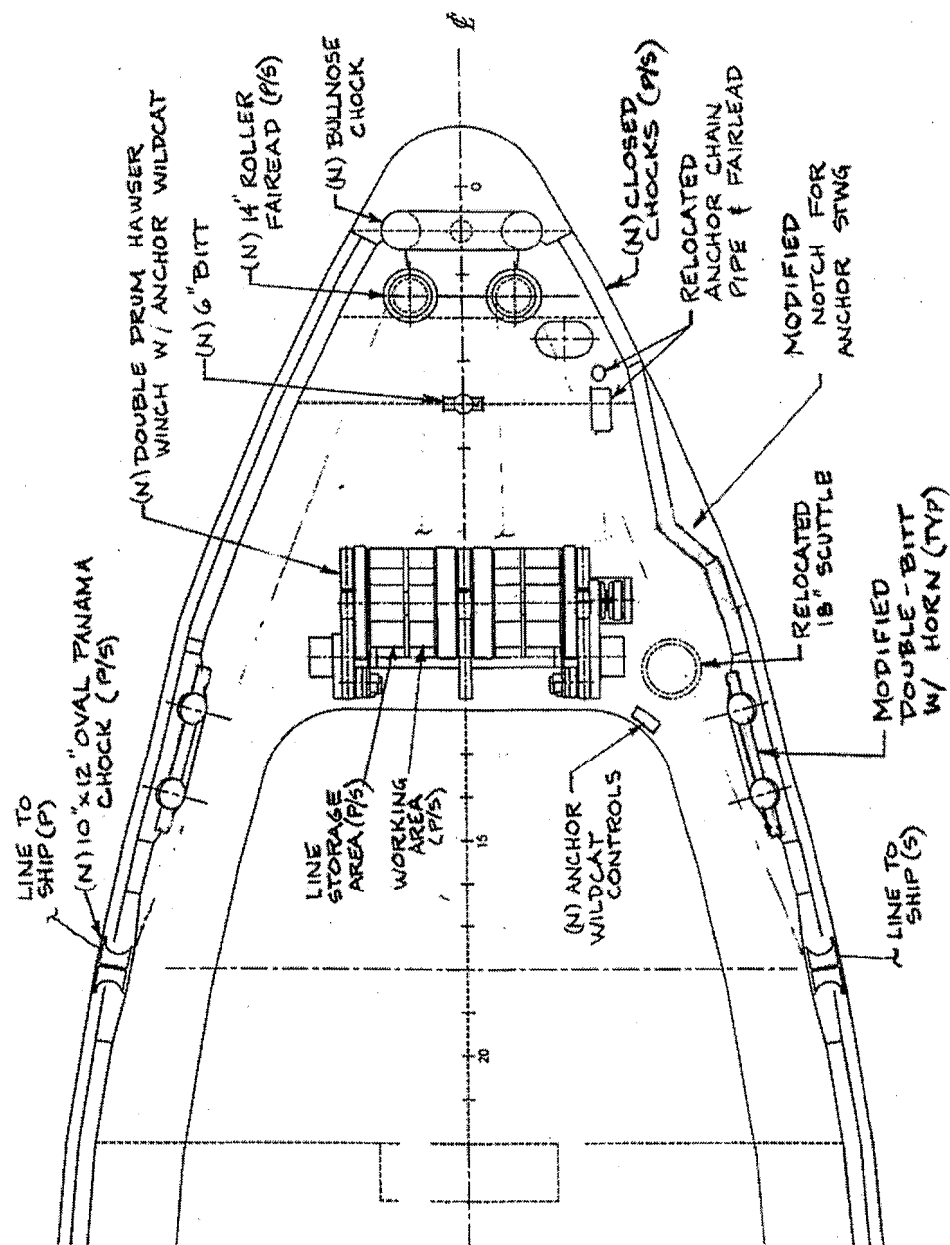
Whereas the aft winch/H-bitt is not directly visible from the pilothouse, a camera on the aft winch/H-bitt and surrounding deck area is necessary for monitoring and safe operation of the aft winch from the pilothouse. Camera orientation shall be manually adjustable from the 01 LVL, and the installation shall be suitable for the marine environment it will operate in. The pilothouse monitor should be no more than 12"x12"x12" in size, and mounted from the overhead on a swiveling foundation to permit easy viewing while operating port or starboard winch system controls. The monitor shall be arranged so as not to interfere with other equipment and to provide minimal window blockage.

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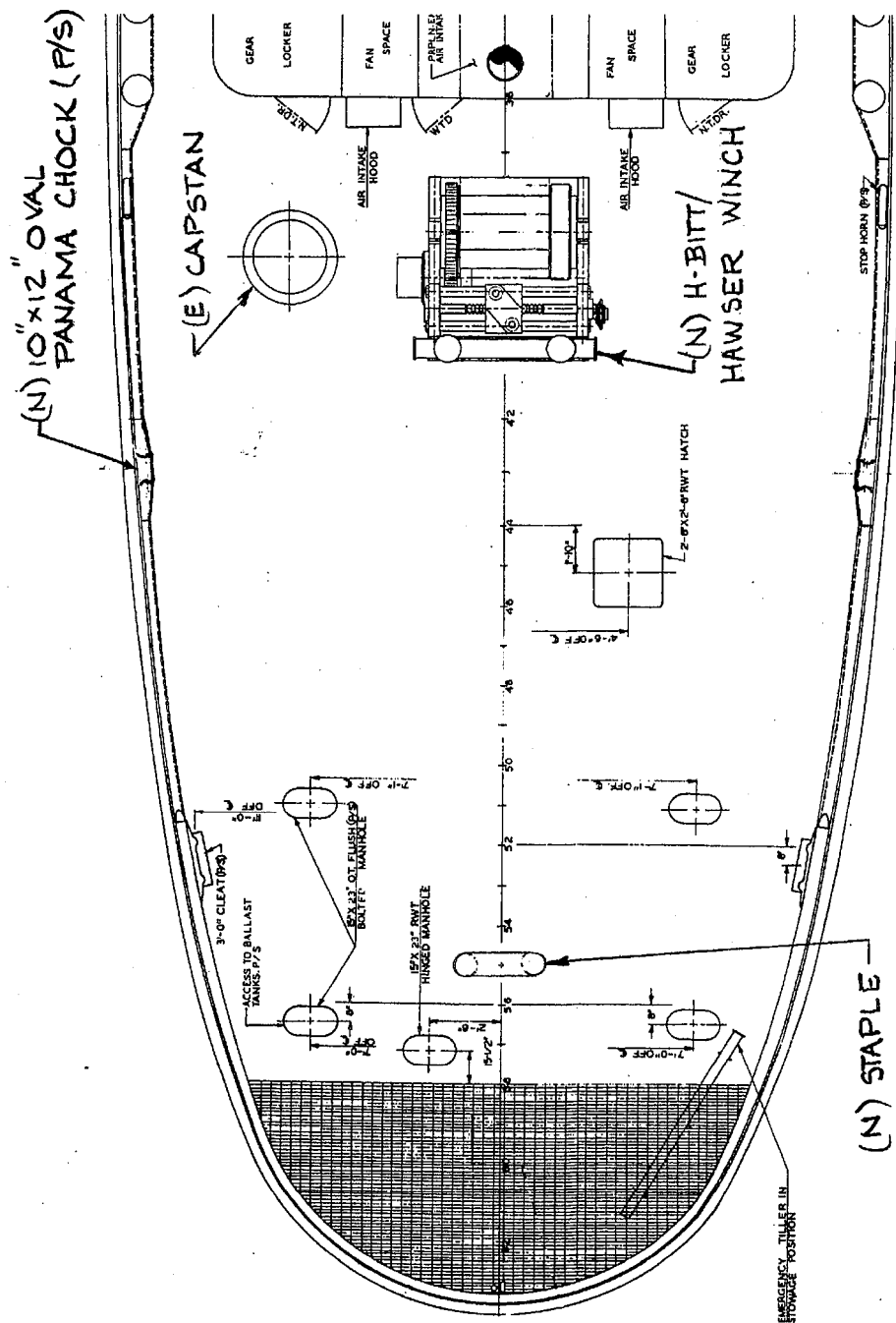
MACHINERY ROOM PLAN

Figure 1. YTB-835 Arrangement Before Winch System Installation (sheet 2 of 2)



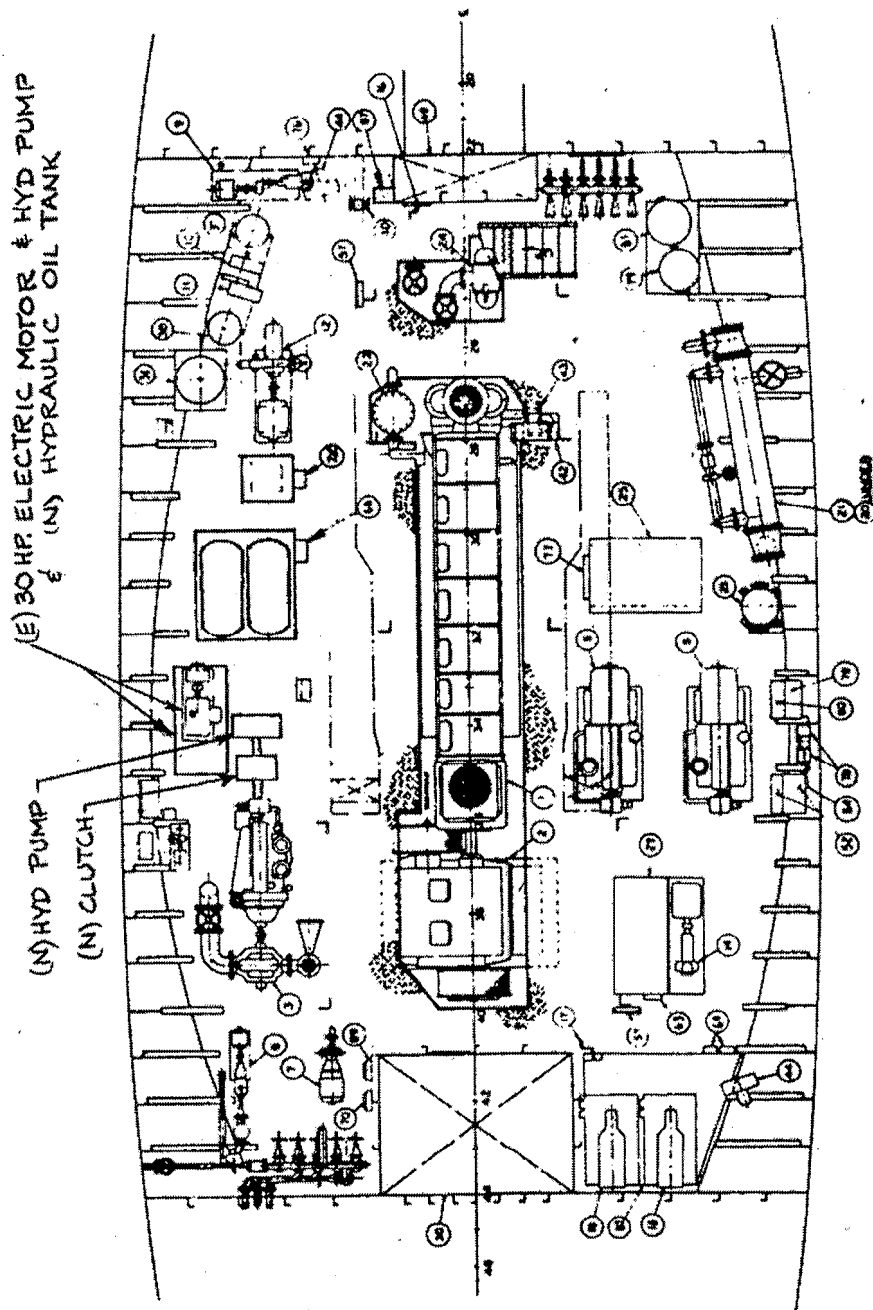
FORWARD MAIN DECK PLAN

Figure 2. YTB-835 Arrangement After Winch System Installation (sheet 1 of 4)



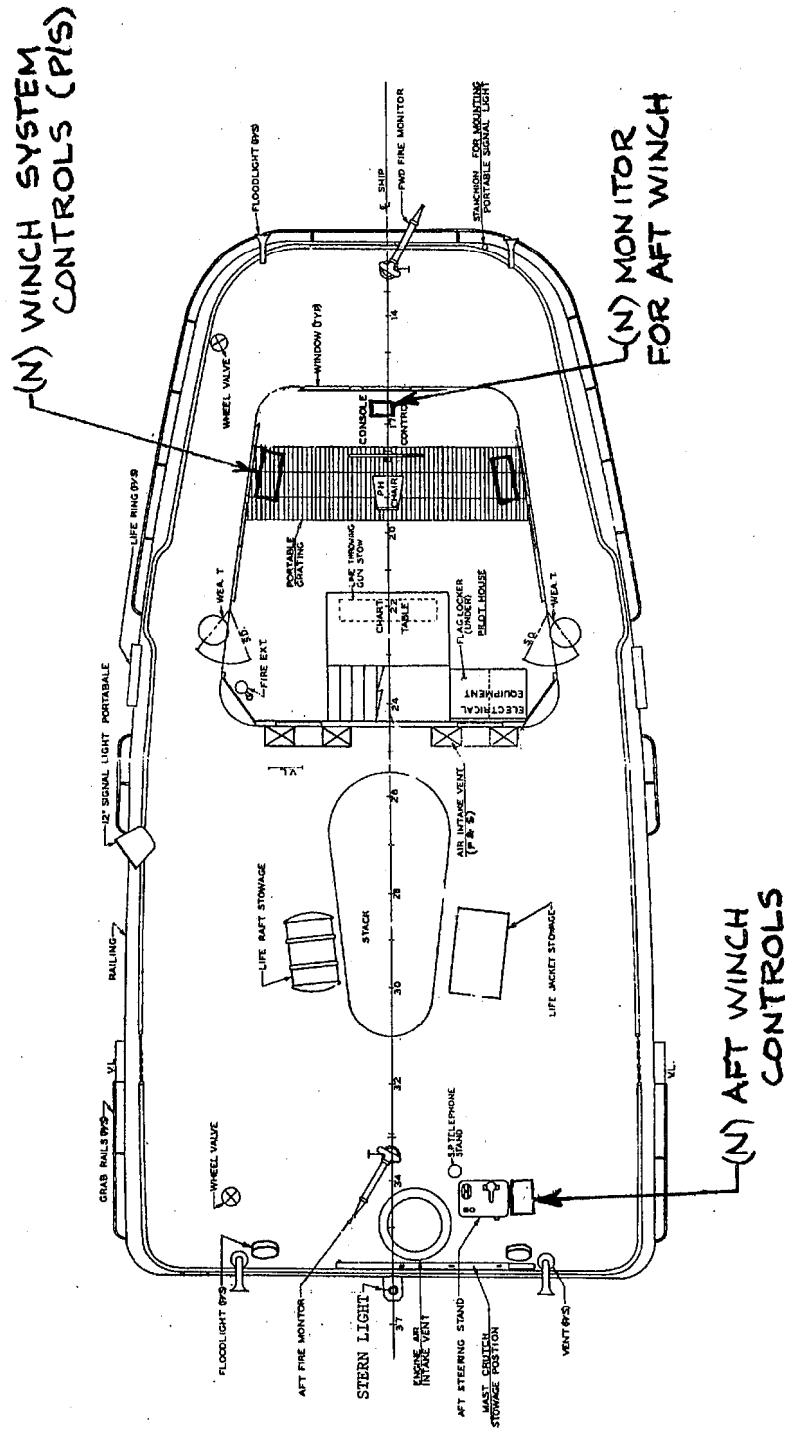
AFT MAIN DECK PLAN

Figure 2. YTB-835 Arrangement After Winch System Installation (sheet 2 of 4)



MACHINERY ROOM PLAN

Figure 2. YTB-835 Arrangement After Winch System Installation (sheet 3 of 4)



01 LEVEL PLAN

Figure 2. YTB-835 Arrangement After Winch System Installation (sheet 4 of 4)